



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Authorize City Manager to Execute City-County Cooperative Agreement for Lower Sacramento Road – Harney Curve Project and Appropriate Funds (\$400,000)

MEETING DATE: July 6, 2005

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council adopt a Resolution authorizing the City Manager to Execute the City-County Cooperative Agreement for Lower Sacramento Road – Harney Curve Project and Appropriate Funds in the amount of \$400,000.

BACKGROUND INFORMATION: County of San Joaquin has completed the design of the Lower Sacramento Road – Harney Curve Project (Segment 2D of the Lower Sacramento Road Special Purpose Plan). Limits of the project are Armstrong Road on the south and approximately 800 feet north of Harney Lane. The project is currently out to bid and construction is expected to begin August 2005.

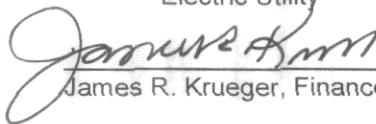
A Cooperative Agreement between the City and the County is recommended to address design, construction and maintenance of roadway, water and sewer piping, landscape and irrigation, electric utility conduit crossings and traffic signal facilities that will be constructed as part of the project. Water and sewer pipe facilities will be constructed with the project that will serve planned development west of Lower Sacramento Road. Constructing the facilities now avoids future damage to the improvements and disruption of traffic. A new traffic signal at this intersection will be maintained by the City and costs initially billed to the County. As annexations to the City occur, the shared maintenance obligation will shift to the City at a rate of 25% per leg of the intersection.

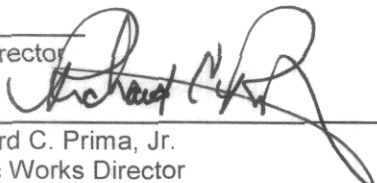
Funding for the water and sewer pipe facilities will be advanced from the water and sewer development impact fees. A reimbursement agreement will be brought to the City Council at a future date recommending full reimbursement upon the first application for development entitlements within the service area. Annual inflationary adjustments will be included. Funding for the electric conduit crossing is provided by Lodi Electric Utility. All other project costs are covered by Measure K.

FISCAL IMPACT: None

FUNDING AVAILABLE:

Water Impact Mitigation Fee	\$115,000
Sewer Impact Mitigation Fee	\$265,000
Electric Utility	\$20,000


James R. Krueger, Finance Director


Richard C. Prima, Jr.
Public Works Director

Prepared by F. Wally Sandelin/City Engineer

RCP/drr

Attachments

cc: Thomas R. Flinn, Director of Public Works San Joaquin County
F. Wally Sandelin, City Engineer
Tom Doucette, Frontiers

APPROVED: 
Blair King, City Manager

CITY-COUNTY COOPERATIVE AGREEMENT
FOR THE LOWER SACRAMENTO ROAD - HARNEY CURVE PROJECT

A-05-_____

THIS AGREEMENT is made and entered on _____, by and between CITY OF LODI, a Municipal Corporation (hereinafter "CITY") and COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, (hereinafter "COUNTY").

RECITALS

WHEREAS, CITY and COUNTY desire to enter into a City-County Cooperative Agreement for roadway improvements in San Joaquin County pursuant to the authority provided in The San Joaquin County Lower Sacramento Road Special Purpose Plan (Segment 2D), which was approved by the San Joaquin County Board of Supervisors on February 8, 2000; and

WHEREAS, the Lower Sacramento Road - Harney Curve Project (hereinafter "HARNEY CURVE") is a component of the Lower Sacramento Road Special Purpose Plan and is located in a mostly semi-rural area just south of CITY; and

WHEREAS, HARNEY CURVE consists of realigning the existing Lower Sacramento Road at this location by softening and moving the existing curves to the east to provide a safer roadway, providing additional traffic lanes and a center median to accommodate future traffic volumes, and installing a traffic signal at the intersection of Lower Sacramento Road and Harney Lane as shown in Exhibit A - Preferred Alignment attached hereto; and

WHEREAS, HARNEY CURVE is contiguous and will conform, at its northern limit, with the Lower Sacramento Road - Harney Lane to Kettleman Lane Project (hereinafter "HARNEY TO KETTLEMAN") which is also a component of the Lower Sacramento Road Special Purpose Plan ; and

WHEREAS, HARNEY TO KETTLEMAN consists of providing additional traffic lanes and a landscaped center median to accommodate future traffic volumes, and installing a traffic signal at the intersection of Lower Sacramento Road and Century Boulevard shown in Exhibit B - Project Limit attached hereto; and

WHEREAS, COUNTY will undertake the engineering and construction of HARNEY CURVE; and

WHEREAS, CITY will undertake the engineering and construction of HARNEY TO KETTLEMAN; and

WHEREAS, it is the intent of CITY and COUNTY that HARNEY CURVE and HARNEY TO KETTLEMAN should be cooperative ventures.

SECTION I

CITY AGREES:

1. CITY shall be responsible for the completion of all duties concerning the design and construction phases of HARNEY TO KETTLEMAN within CITY's and COUNTY's jurisdictions.
2. CITY shall make available to COUNTY all documents and/or information that pertain to or affect COUNTY's jurisdiction areas within HARNEY TO KETTLEMAN upon request and within a reasonable period of time.
3. CITY shall make every effort possible to construct HARNEY TO KETTLEMAN planned improvements during the 2005 and 2006 construction seasons. CITY agrees to accept maintenance responsibilities for HARNEY TO KETTLEMAN improvements.
4. CITY shall provide to COUNTY copies of final documentation for HARNEY TO KETTLEMAN including, but not limited to: final plans and specifications; construction award information; and record drawings, in support of the design and construction of HARNEY CURVE.
5. CITY shall cooperate and provide all required information and consultation to COUNTY to facilitate the inclusion of water and sanitary sewer infrastructure master facilities into HARNEY CURVE as desired by CITY.
6. CITY shall allow a portion of the street surface areas as shown on Exhibit C to be served by the City storm drain system and shall waive the applicable Storm Drainage Impact Mitigation Fee.
7. CITY shall deposit with COUNTY the amount of \$100,000, which figure represents installment payment toward CITY's share of the cost of final design, construction, construction management, and contingency (construction-related claims and change orders) of HARNEY CURVE as shown on Exhibit D attached hereto. Subsequent installment payments will be made to COUNTY equal to COUNTY's progress payment (inclusive of retention) made to Contractor until CITY's full obligation is paid to COUNTY. COUNTY shall receive CITY's initial installment payment prior to the award of the construction contract for HARNEY CURVE.
8. CITY shall indemnify, defend and hold harmless COUNTY, its elected officials, officers and employees in connection with any claims, imposition of penalties or other actions

whatsoever, which arise as a result of CITY's negligence, willful misconduct or failure to comply with the provisions set forth herein or Federal or State law.

SECTION II

COUNTY AGREES:

1. COUNTY is the lead in the HARNEY CURVE engineering and construction. COUNTY shall design and construct the realignment of the curve south of Harney Lane, install a traffic signal at the intersection of Lower Sacramento Road and Harney Lane, and construct the piece of Lower Sacramento Road between Harney Lane and HARNEY TO KETTLEMAN.
2. COUNTY shall include the following in the design and construction of HARNEY CURVE: water, sanitary sewer, electric conduit crossings and other public infrastructure master facilities as identified by the CITY.
3. COUNTY shall furnish CITY with a detailed statement of the direct costs to be borne by CITY prior to award of the construction contract.
4. COUNTY shall indemnify, defend and hold harmless CITY, its elected officials, officers and employees in connection with any claims, imposition of penalties or other actions whatsoever, which arise as a result of COUNTY's negligence, willful misconduct or failure to comply with the provisions set forth herein.

SECTION III

IT IS MUTUALLY AGREED:

1. CITY has completed plans and specifications for HARNEY TO KETTLEMAN that have been approved for construction by COUNTY, and copies are on file with the CITY and COUNTY.
2. COUNTY has completed plans and specifications for HARNEY CURVE that have been approved for construction by CITY, and copies are on file with the COUNTY.
3. COUNTY will install a new traffic signal system at the Lower Sacramento Road and Harney Lane intersection as part of HARNEY CURVE. After the new traffic signal is installed, CITY shall perform all work necessary including the daily operation, maintenance, inspection, and the preparation of electricity payments which may be necessary to maintain the operation of the signal and associated appurtenances. COUNTY and CITY shall share all costs of maintenance and energy in the following percentages:

- a. 0 percent (0%) to be paid by CITY;
- b. 100 percent (100%) to be paid by COUNTY

COUNTY and CITY agree to amend the apportionment of costs in the event jurisdictional boundaries change.

- 4. CITY shall bill COUNTY for COUNTY's portion of the maintenance and operation cost of the signal at the intersection. CITY shall make available to COUNTY all documents showing all costs incurred by CITY pertaining to said maintenance. The percentage to be paid to CITY by COUNTY shall be paid in quarterly payments.
- 5. Upon completion by COUNTY of HARNEY CURVE, CITY shall be responsible for maintenance of the surface and underground improvements in the right of way in the following areas and with the following described limitations:
 - a. Lower Sacramento Road and Harney Lane traffic signal and appurtenances as described in paragraph 4 above. The funding responsibility for the maintenance will shift 25 percent per intersection leg from COUNTY to CITY contingent upon future annexations to the City of the intersection legs;
 - b. Lower Sacramento Road and Harney Lane surface improvements contingent upon LAFCO approval of the CITY's proposed Southwest Gateway Annexation area as shown on Exhibit E - Proposed Annexation Area and limited to those areas within the City of Lodi city limits;
 - c. Lower Sacramento Road and Harney Lane underground improvements and appurtenant facilities upon completion of the project; and
- 6. Upon completion by COUNTY of HARNEY CURVE, COUNTY shall be responsible for maintenance of the right-of-way and facilities in the following areas:
 - a. Harney Lane, east of the intersection, from Lower Sacramento Road to CITY limits;
 - b. Harney Lane, west of the intersection; and
 - c. Lower Sacramento Road south and 300 feet north of the intersection.

Execution of the foregoing agreement has been authorized by Resolution No. _____, duly passed by CITY Council of City of Lodi, State of California, on _____ and by Board Order No. _____, duly passed by the Board of Supervisors of San Joaquin County on _____.

IN WITNESS WHEREOF, this agreement has been executed by the respective parties hereto through their respective authorized officers in San Joaquin County, California, the day and year first above written.

“COUNTY”

“CITY”

COUNTY OF SAN JOAQUIN, a political
subdivision of The State of California

CITY OF LODI

By: _____
STEVEN GUTIERREZ
Chairman of the Board of Supervisors

By: _____
BLAIR KING
City Manager

ATTEST:

LOIS M. SAHYOUN, Clerk of the Board of
Supervisors of COUNTY of San Joaquin,
State of California

By: _____ (SEAL)
Deputy Clerk

By: _____
SUSAN BLACKSTON
City Clerk

RECOMMENDED FOR APPROVAL:

RECOMMENDED FOR APPROVAL:

By: _____
T. R. FLINN
Director of Public Works
San Joaquin County

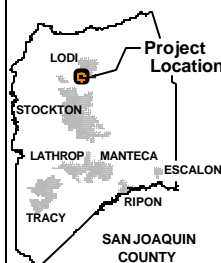
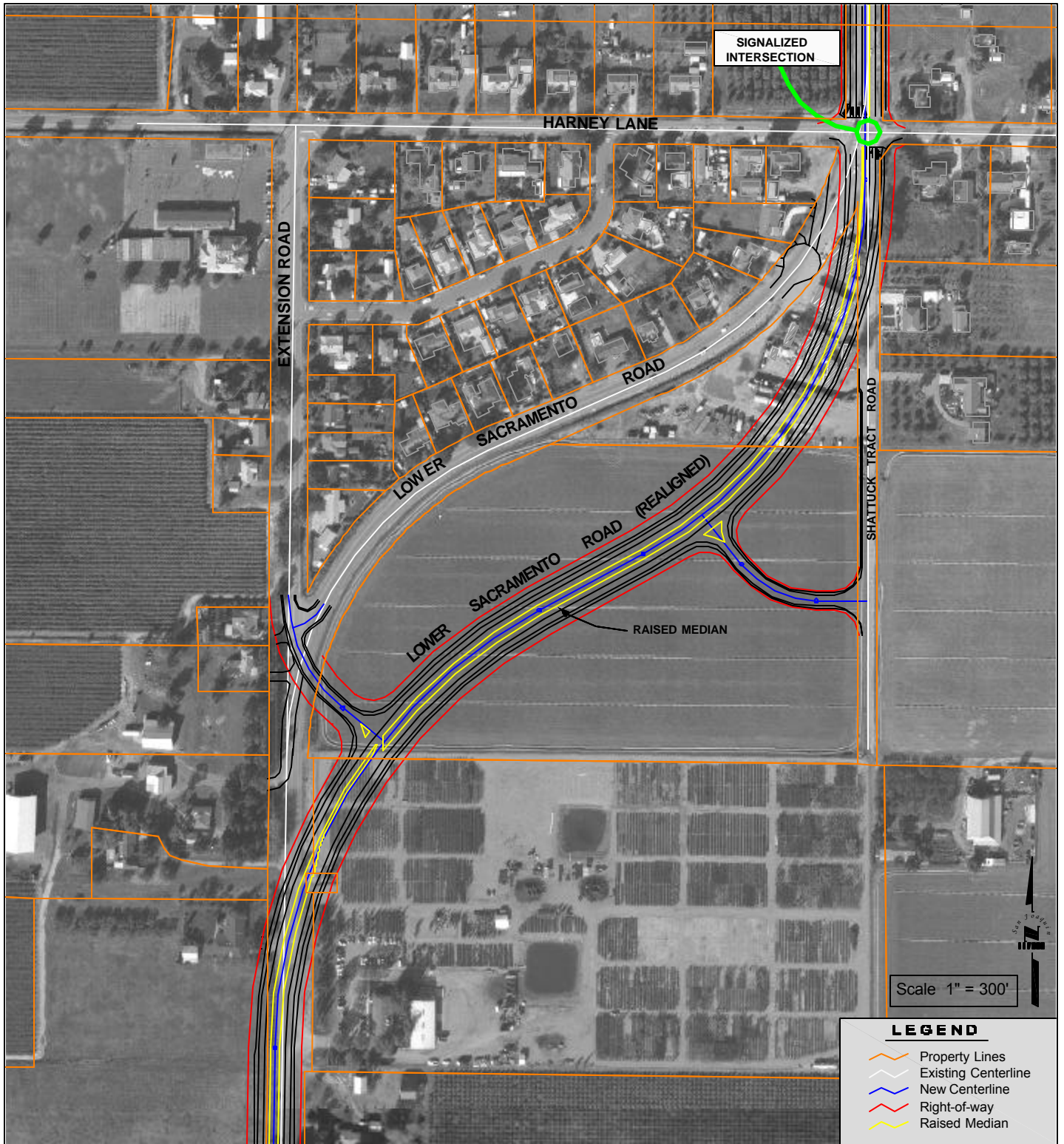
By: _____
RICHARD PRIMA
Director of Public Works
City of Lodi

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
LAWRENCE P. MEYERS
Deputy County Counsel

By: _____
D. STEPHEN SCHWABAUER
City Attorney



Lower Sacramento Road Corridor Improvements Harney Curve Project

Figure 1 - Preferred Alignment"

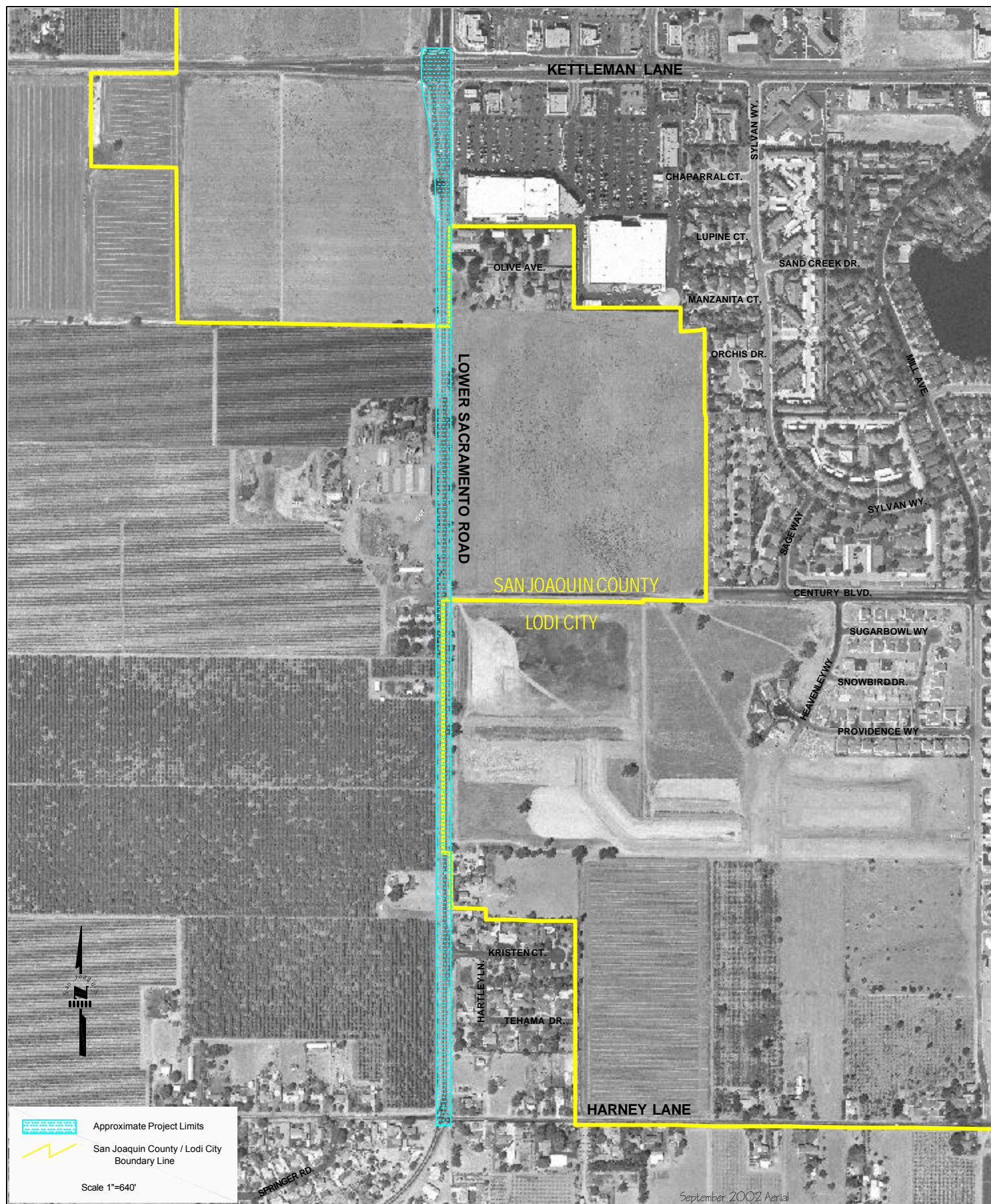
2002 Aerial Photo - April 26, 2005

SAN JOAQUIN COUNTY

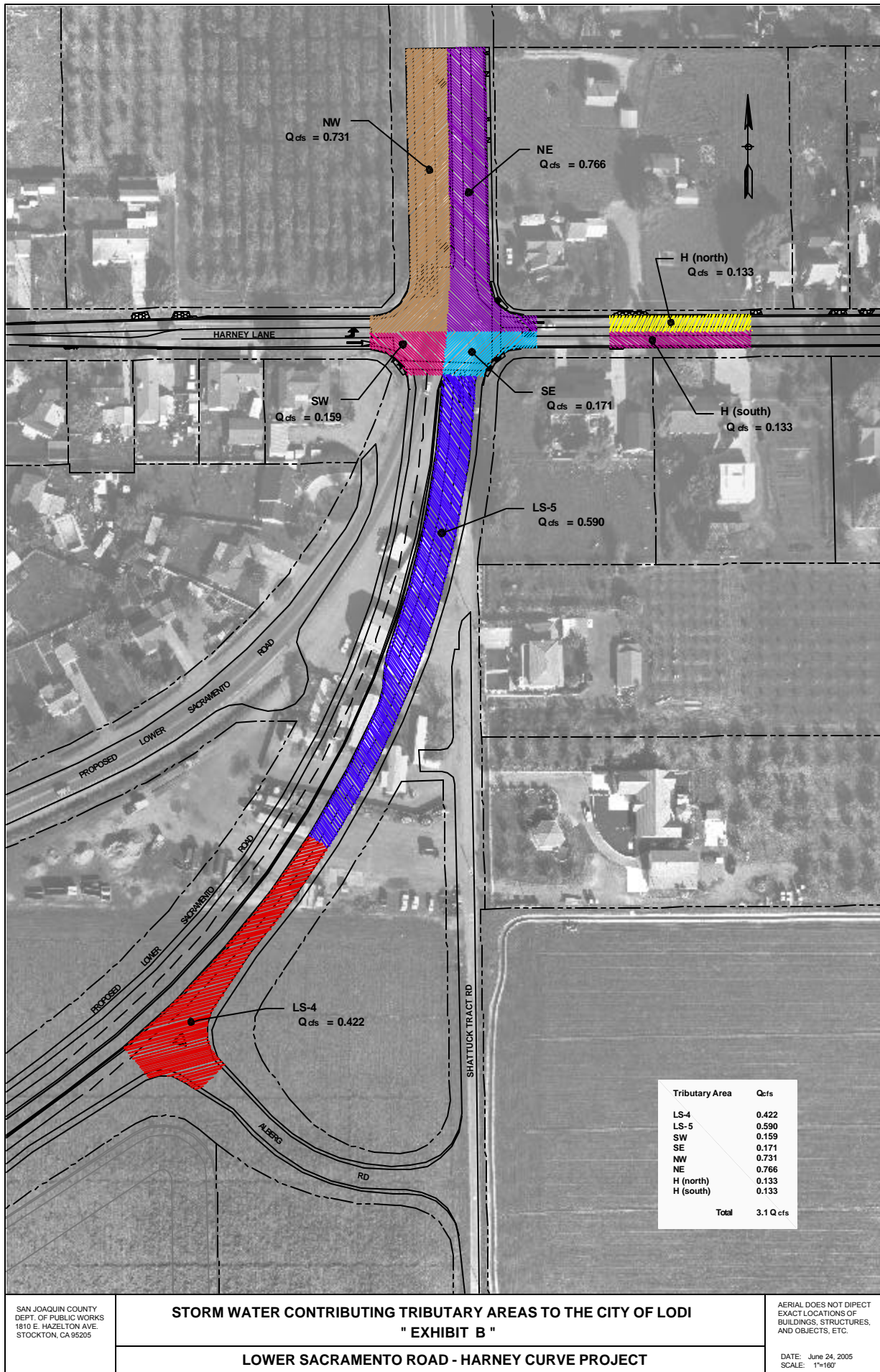
Department of Public Works, 1810 E. Hazelton Ave., Stockton, CA 95205

The County of San Joaquin does not warrant the accuracy, completeness, or suitability for any particular purpose. The information on this map is not intended to replace engineering, financial or primary records research.





LOWER SACRAMENTO ROAD IMPROVEMENTS - SEGMENT 2E
Harney Lane to Kettleman Lane
FIGURE 2 - PROJECT LIMIT



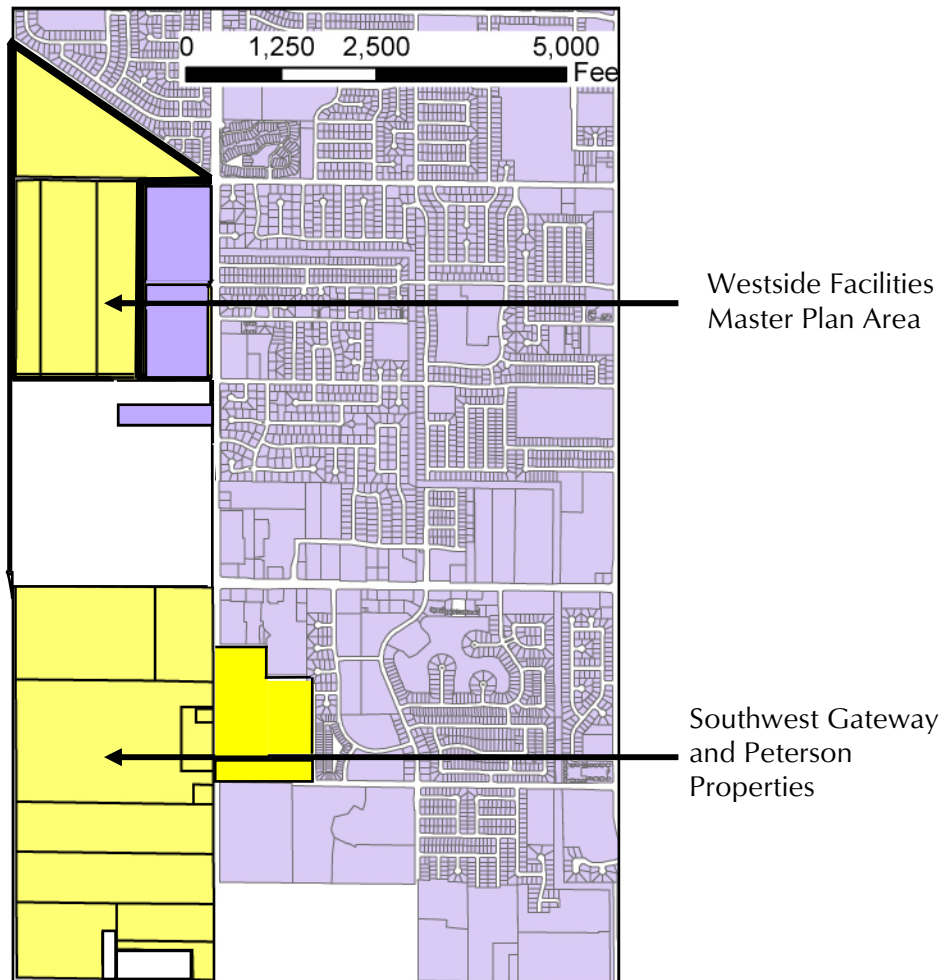


ENGINEER'S ESTIMATE

☐ E17 ☐ E20 ☐ E38 ☐ Revised
Page: 1 of 1Date: 6/27/2005PROJECT: Lower Sacramento Road Improvements - Harney Curve ProjectLOCATION: Lower Sacramento Road and Harney LanePROJECT DESCRIPTION: Design and Install Utility Infrastructure for the City of Lodi

NO.	ITEM	QUANTITY	UNIT	PRICE	TOTAL
1	10" WATER MAIN	1,160	L.F.	\$60.00	\$69,600.00
2	10" WATER VALVE	5	EA	\$2,500.00	\$12,500.00
3	TEMPORARY BLOW OFF VALVES	2	EA	\$2,000.00	\$4,000.00
4	12" SEWER PIPE	60	L.F.	\$200.00	\$12,000.00
5	15" SEWER PIPE	770	L.F.	\$225.00	\$173,250.00
6	48" PRECAST CONCRETE PIPE MANHOLE	21	C.Y.	\$1,300.00	\$27,300.00
7	TRAFFIC CONTROL	15%	L.S.	\$100,000	\$15,000.00

Estimated By: _____	Construction Costs:	\$313,650.00
Date: _____	Contingency (10%):	\$31,000.00
	Subtotal:	\$344,650.00
Checked By: _____	Preliminary Engineering (5%):	\$16,000.00
Date: _____	Construction Engineering (5%):	\$16,000.00
	TOTAL COSTS:	\$377,000.00

Figure III-1: Proposed Annexation Area

CITY COUNCIL

JOHN BECKMAN, Mayor
SUSAN HITCHCOCK
Mayor Pro Tempore
LARRY D. HANSEN
BOB JOHNSON
JOANNE L. MOUNCE

CITY OF LODI

PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET

P.O. BOX 3006
LODI, CALIFORNIA 95241-1910

(209) 333-6706
FAX (209) 333-6710
EMAIL pwdept@lodi.gov
<http://www.lodi.gov>

BLAIR KING
City Manager
SUSAN J. BLACKSTON
City Clerk
D. STEVEN SCHWABAUER
City Attorney
RICHARD C. PRIMA, JR.
Public Works Director

July 1, 2005

Tom Flinn, Director
San Joaquin County Public Works
P.O. Box 1810
Stockton, CA 95201-1810

Tom Doucette
Frontiers Development
3247 W. March Lane, Ste. 220
Stockton, CA 95219

SUBJECT: Authorize City Manager to Execute City-County Cooperative Agreement for
Lower Sacramento Road – Harney Curve Project and Appropriate Funds
(\$400,000)

Enclosed is a copy of background information on an item on the City Council agenda of
Wednesday, July 6, 2005. The meeting will be held at 7 p.m. in the
City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a
Council Member requests discussion. The public is given an opportunity to address
items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council,
City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the
mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's
card (available at the Carnegie Forum immediately prior to the start of the meeting) and
give it to the City Clerk. If you have any questions about communicating with the
Council, please contact Susan Blackston, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Wally Sandelin,
City Engineer, at (209) 333-6709.

for: 
Richard C. Prima, Jr.
Public Works Director

RCP/pmf

Enclosure

cc: City Clerk

CITY-COUNTY COOPERATIVE AGREEMENT
FOR THE LOWER SACRAMENTO ROAD – HARNEY CURVE PROJECT

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CITY-COUNTY COOPERATIVE AGREEMENT
FOR THE LOWER SACRAMENTO ROAD – HARNEY CURVE PROJECT

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Page: 1 of 1
Date: 7/5/2005

PROJECT:	Lower Sacramento Road Improvements - Harney Curve Project
LOCATION:	Lower Sacramento Road and Harney Lane
PROJECT DESCRIPTION:	Design and Install Utility Infrastructure for the City of Lodi

[illegible]

Estimated By: _____
Date: _____

Checked By: _____
Date: _____

Construction Costs:	\$298,650.00
Contingency (10%):	\$30,000.00
Subtotal:	\$328,650.00
Preliminary Engineering (5%):	\$15,000.00
Construction Engineering (5%):	\$15,000.00
TOTAL COSTS:	\$359,000.00